

EXHIBIT A

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

Horizon Actuarial Services, LLC and DOES 1-50 inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Teresa Jimenez individually, and on behalf of a class of similarly situated persons

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: San Francisco Superior Court
(El nombre y dirección de la corte es): Civic Center Courthouse
400 McAllister Street
San Francisco, CA 94102

CASE NUMBER:
(Número del Caso):

CGC-22-600443

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Matthew Righetti; Righetti Glugoski, P.C., 220 Halleck Street, Suite 220, San Francisco, CA 94129; Tel.: (415) 983-0900

DATE: **06/29/2022**
(Fecha)

Clerk, by
(Secretario)

JEFFREY FLORES, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

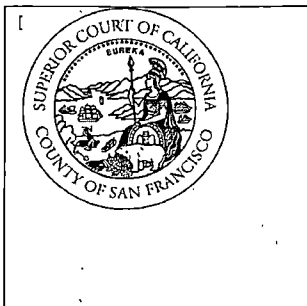
NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **HORIZON ACTUARIAL SERVICES, LLC**

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☒ other (specify): **Limited Liability Company**

4. ☐ by personal delivery on (date):



MATTHEW RIGHETTI (SBN: 121012)
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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

06/29/2022
Clerk of the Court
BY: JEFFREY FLORES
Deputy Clerk

EDWARD J. WYNNE (SBN: 165819)
Ewynne@wynnelawfirm.com
GEORGE R. NEMIROFF (SBN: 262058)
Gnemiroff@wynnelawfirm.com
WYNNE LAW FIRM
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Attorneys for Plaintiff and the Proposed Class

CGC-22-600443

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO**

TERESA JIMENEZ individually, and on
behalf of a class of similarly situated persons,

Plaintiff,

v.

HORIZON ACTUARIAL SERVICES, LLC
and DOES 1-50 inclusive,

Defendants.

Case No.

CLASS ACTION

COMPLAINT FOR:

**DECLARATORY RELIEF [Cal. Civ. Code
§ 1798.100 et seq.]**

Plaintiff Teresa Jimenez brings this lawsuit against Defendants, HORIZON ACTUARIAL SERVICES, LLC and DOES 1-50 inclusive ("HORIZON" "Defendant" or "Defendant's") on behalf of herself and all others similarly situated ("Class" or "Class Members") for violation of California's CCPA. Plaintiff alleges, upon personal knowledge as to her own actions, and upon information and belief as to all other matters, as follows:

NATURE OF THE ACTION

1. Defendants were entrusted with personal identifiable information (“PII”)¹ for Plaintiff’s and Class Members.

2. On or about November 12, 2021, Defendants were advised and notified that personal data from its computer servers was subjected to unauthorized access, data breach, exposure, exfiltration, theft and/or disclosure (together, “Data Breach”). Plaintiff alleges that Horizon computer servers were accessed without authorization on or about November 10 and 11, 2021 resulting in the Data Breach including the following personal information: names, dates of birth, Social Security numbers and health plan information. Defendants delayed providing notification to Plaintiff and those similarly situated until approximately March 9, 2022. As a result of the Data Breach outside and unauthorized parties accessed a trove of personal details about Plaintiff and others similarly situated — such as names, dates of birth, Social Security numbers health plan information and other information -- stored on Defendant’s servers. Despite the highly sensitive nature of the PII it was maintained by Defendants in a form that was neither encrypted nor redacted.

3. Plaintiff brings this lawsuit on behalf of Class Members whose PII was compromised as a result of the Data Breach and Defendants’ failure to (i) implement and maintain reasonable security procedures and practices appropriate to the nature of the PII and/or follow the security and privacy procedures and policies in place; (ii) disclose its inadequate security procedures and practices; (iii) effectively monitor its systems for security vulnerabilities; and (iv) timely detect, report, and disclose the Data Breach.

PARTIES

4. Plaintiff’s PII was entrusted to Defendants and, while in the care, custody and control of Defendants Plaintiff’s PII was accessed, exposed, exfiltrated, stolen and/or disclosed and compromised as a result of the Data Breach.

¹ As used herein, the term “PII” is intended to include the definition of personal information provided under Civil Code sections 1798.140, subdivision (o), and 1798.81.5, subdivision(d)(1).

5. Defendants are entities licensed to do business and doing business in San Francisco, California.

6. Plaintiff does not know the true names and capacities of Defendants sued herein as Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff is informed and believes that each of the Doe Defendants was in some manner legally responsible for the damages alleged below. Plaintiff will amend this Complaint to set forth the true names and capacities of these Defendants when ascertained, along with appropriate charging allegations.

7. Plaintiff is informed and believes, and thereupon alleges, that each of Defendants designated herein as a Doe is responsible in some actionable manner for the events and happenings referred to herein, and caused injuries to Plaintiff, as hereinafter alleged, either through said Defendants' conduct, or through the conduct of their agents, servants, employees. The term "Defendant(s)" as used in this Complaint includes both the named Defendants and Defendants sued under the fictitious names of Does 1 through 50, inclusive.

8. Plaintiff is informed and believes and therefore alleges that, at all times relevant to this action, Defendants, and each of them, were the agents, servants, employees, assistants, and consultants of each of their co-Defendants, and were, as such, acting within the course of and scope of the authority of their agency and employment, and that each and every Defendant when acting as a principal, was negligent and careless in the selection and hiring of each and every co-Defendant as an agent, servant, employee, assistant and/or consultant.

III. JURISDICTION AND VENUE

9. This Court has personal jurisdiction over Defendants because they do business in this jurisdiction. The claims of Plaintiff and the Class arise out of Defendants' business activity in California. At all times herein mentioned, Defendants were doing business in California pursuant to contracts that were entered into and/or performed in California.

10. Venue is proper in this Court because a substantial part of the events or omissions giving rise to these claims occurred in, were directed to, and/or emanated from Defendants' business conduct in San Francisco County.

11. This is a class action brought pursuant to Code of Civil Procedure section 382, and this Court has jurisdiction over the Plaintiff's claims because the amount in controversy exceeds this Court's jurisdictional minimum.

IV. ADDITIONAL FACTUAL ALLEGATIONS

12. The Data Breach subjected Plaintiff and the other Class Members to an unauthorized access and exfiltration, theft, or disclosure of their nonencrypted and nonredacted PII, including, but not limited to, PII that falls within the definition of subparagraph (A) of paragraph (1) of subdivision (d) of Civil Code section 1798.81.5.

13. On information and belief, the Data Breach resulted from Defendants' violation of the duty to implement and maintain reasonable security procedures and practices appropriate to the nature of the PII. Further on information and belief, Defendants breached the standard of care by failing to implement reasonable security procedures to adequately protect Class Members' PII. On information and belief Plaintiff alleges that neither Plaintiff nor Class Members PII was password protected, redacted, or encrypted when received by Defendants and/or while under the care, custody and control of Defendants.

14. As a result of Defendants' lax security, outside parties have accessed Plaintiff's and Class Members' PII in a readily usable form.

15. At all relevant times, Defendants knew, or reasonably should have known, of the importance of safeguarding PII and of the foreseeable consequences that would occur if their data security system was breached.

16. Over the past several years, large data breaches, such as the one that occurred here, have garnered widespread media attention and have been the focus of protective legislation and scrutiny by law enforcement and the media. Ignoring the known risks, Defendants' approach to maintaining the security of the PII of Plaintiff and Class Members was well-below the standard of care.

California Recognizes the Importance of Protecting PII

17. The CCPA affords California residents security protections and rights to learn about and control how a business handles their personal information. The Legislature requires

1 businesses to implement adequate standards to protect PII:

2 It is the intent of the Legislature to ensure that personal information about
3 California residents is protected. To that end, the purpose of this section is to
4 encourage businesses that own, license, or maintain personal information about
5 Californians to provide reasonable security for that information.

6 (Civ. Code, § 1798.81.5, subd. (a)(1).)

7 18. The CCPA further endows on California residents the right to seek legal redress
8 if their information is subject to a data breach that is “a result of the business’s violation of the
9 duty to implement and maintain reasonable security procedures and practices appropriate to the
10 nature of the information.” (Civil Code, § 1798.150.)

11 V. CLASS ALLEGATIONS

12 19. Plaintiff bring this action on her own behalf and on behalf of a class of
13 individuals, defined as “Class” or “Class Members” above, pursuant to CCP 382. Plaintiff
14 intends to seek certification of a class defined as follows:

15 **All individuals residing in California whose PII was accessed or otherwise**
16 **compromised in the Data Breach as set forth in the Notice of Data Breach**
17 **provided by Horizon.**

18 Excluded from the Class are the following individuals and/or entities: Defendants and their
19 parents, subsidiaries, affiliates, officers and directors, current or former employees, attorneys
20 representing Defendants in this action, and any entity in which Defendants have a controlling
21 interest and all individuals who make a timely election to be excluded from this proceeding using
22 the correct protocol for opting out.

23 20. **Numerosity.** The members of the Class are so numerous that joinder of all Class
24 Members is impractical. While the exact number of Class Members is unknown to Plaintiff at
25 this time, it is estimated that the number of individuals impacted by this Data Breach is in the
26 hundreds of thousands. It is not presently known how many of those individuals are California
27 residents but, on information and belief, Plaintiff alleges that the number of Class Members is at
28 least in the tens of thousands. Further, the number of Class Members and their contact

1 information are readily identifiable from information and records maintained by Defendants.

2 21. **Commonality and Predominance.** This action involves questions of law and
3 fact common to Class Members that predominate over any questions affecting individual Class
4 Members. These common questions of law and fact include, without limitation:

- 5 a. When Defendants actually learned of the Data Breach;
- 6 b. Whether Defendants adequately detected, disclosed and responded to the Data
7 Breach;
- 8 c. Whether Defendants owed a duty to the Class to exercise due care in collecting,
9 encrypting, password protecting, storing, safeguarding and/or maintaining
10 their PII;
- 11 d. Whether Defendants implemented and maintained reasonable security
12 procedures and practices appropriate to the nature of the PII;
- 13 e. Whether Defendants breached the duty of care;
- 14 f. Whether Defendants knew or should have known that they did not employ
15 reasonable measures to keep Plaintiff's and Class Members' PII secure and
16 prevent loss or misuse of that PII;
- 17 g. Whether Defendants adequately addressed and fixed the vulnerabilities that
18 permitted the Data Breach to occur;
- 19 h. Whether Defendants violated the law by failing to promptly notify Class
20 Members that their PII had been compromised;
- 21 i. Whether Plaintiff and the other Class Members are entitled to legal relief,
22 including declaratory relief.

23 22. **Typicality:** Plaintiff's claims are typical of those of other Class Members because
24 all had their PII accessed and compromised in the Data Breach, due to Defendants' wrongful
25 conduct, acts, or omissions.

26 23. **Adequacy:** Plaintiff's interests are not antagonistic and do not irreconcilably
27 conflict with the interests of the Class. Plaintiff is represented by attorneys who are competent
28 and experienced in consumer and privacy-related class action litigation.

24. **Superiority and Manageability:** A class action is superior to other available group-wide methods for the fair and efficient adjudication of this controversy because the relief requested herein is nominal compared to the expense and burden of prosecuting an individual case, and the difficulty of discovering and remedying the wrongdoing of Defendants. If individual Class Members were required to bring separate actions, courts would be confronted by a multiplicity of lawsuits burdening the court system while also creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale and comprehensive supervision by a single court.

25. Defendants acted on grounds generally applicable to the entire Class, thereby making final declaratory relief appropriate with respect to the Class as a whole.

26. Notice of the pendency of and any resolution of this action can be provided to the Class Members by individual mailed notice or the best notice practicable under the circumstances.

FIRST CAUSE OF ACTION

[Declaratory Relief]

27. Plaintiff incorporates the allegations contained in the foregoing paragraphs as though repeated here.

28. Civil Code section 1798.150, subdivision (a)(1), provides,

Any consumer whose nonencrypted and nonredacted personal information, as defined in subparagraph (A) of paragraph (1) of subdivision (d) of Section 1798.81.5, is subject to an unauthorized access and exfiltration, theft, or disclosure as a result of the business's violation of the duty to implement and maintain reasonable security procedures and practices appropriate to the nature of the information to protect the personal information may institute a civil action for any of the following:

(A) To recover damages in an amount not less than one hundred dollars (\$100) and not greater than seven hundred and fifty (\$750) per consumer per incident or actual damages, whichever is greater.

(B) Injunctive or declaratory relief.

1 (C) Any other relief the court deems proper.

2 29. On information and belief, Defendants took possession, retained, stored, and
3 maintained a database containing the nonencrypted and nonredacted PII of Plaintiff and the Class
4 Members. Defendants collect or receive such information -- and alone, or jointly with other
5 Defendants -- determine the purposes and means of the processing, securing and safeguarding
6 such PII.

7 30. As a result of the widespread Data Breach nonredacted and nonencrypted PII of
8 Plaintiff and thousands of other Class Members that was stored on that server was compromised,
9 accessed, and subject to exfiltration, theft or disclosure.

10 31. The Data Breach subjected Plaintiff and the other Class Members to an
11 unauthorized access and exfiltration, theft, or disclosure of their nonencrypted and nonredacted
12 PII, including, but not limited to, PII that falls within the definition of subparagraph (A) of
13 paragraph (1) of subdivision (d) of Civil Code section 1798.81.5.

14 32. The Data Breach was a result of Defendants' violation of the duty to implement
15 and maintain reasonable security procedures and practices appropriate to the nature of the
16 information.

17 33. An actual controversy has arisen and now exists between Plaintiff and Defendants
18 as set forth herein. A judicial declaration that Defendants violated the CCPA is necessary and
19 appropriate at this time as Defendants continue to possess Plaintiff and Class Members PII.

20 34. Plaintiff is providing thirty days written notice to Defendants, "identifying the
21 specific provisions of the CCPA the consumer [Plaintiff] alleges have been or are being
22 violated." Following the expiration of the thirty days Plaintiff reserves the right to amend this
23 action consistent with California law and the CCPA.

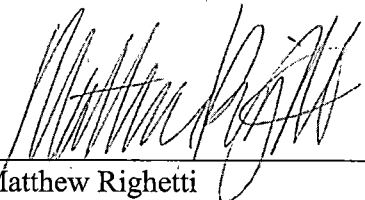
24 **PRAYER FOR RELIEF**

25 **WHEREFORE**, Plaintiff, on behalf of herself and all Class Members, requests a
26 declaratory relief order and/or judgment against Defendants and that the Court grant the
27 following:
28

- 1 A. An order certifying the Class as defined herein, and appointing Plaintiff and her
2 Counsel to represent the Class;
3 B. Appropriate declaratory relief consistent with California law;
4 C. An award of reasonable attorneys' fees, costs, and litigation expenses, as allowable
5 by law;

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7 DATED: June 29, 2022

RIGHETTI GLUGOSKI P.C.

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12 _____
13 Matthew Righetti
14 *Attorneys for Plaintiff*
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| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Matthew Righetti, Esq. (SBN: 121012) Edward J. Wynne (SBN: 165819) RIGHETTI GLUGOSKI, P.C. George R. Nemiroff (SBN: 262058) 220 Halleck Street, Suite 220 WYNN LAW FIRM San Francisco, CA 94129 80 E. Sir Francis Drake Blvd., Suite 3-G Larkspur, CA 94939 TELEPHONE NO.: (415) 983-0900 FAX NO.: ATTORNEY FOR (Name): Plaintiffs Teresa Jimenez et al. | | FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Francisco 06/30/2022 Clerk of the Court BY: JUDITH NUNEZ Deputy Clerk | |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Civic Center Courthouse | | CASE NUMBER: CGC-22-600443 JUDGE: DEPT: | |
| CASE NAME: Teresa Jimenez, et al. v. Horizon Actuarial Services, LLC, et al. | | | |
| CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) | | Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) | |

Items 1–6 below must be completed (see instructions on page 2).

| | | |
|--|--|---|
| 1. Check one box below for the case type that best describes this case: | | |
| Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15) | Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input checked="" type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43) |

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): (1) Declaratory Relief [Cal. Civ. Code § 1798.100 et seq.]
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 29, 2022

Matthew Righetti

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller
Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition